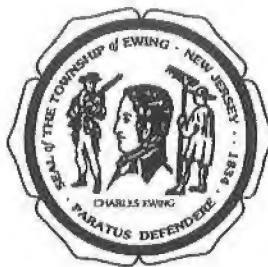


# THE TOWNSHIP OF EWING

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## RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

**Resolution #09R-35** WHEREAS, the Township has recognized the EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION as the bargaining unit for all Sergeants, Lieutenants and Captains employed by the Township Police Department; and

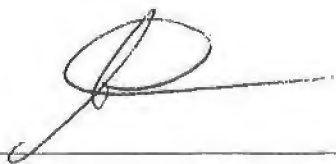
WHEREAS, the Township Administrator and Township Attorney recommend the execution of the Collective Bargaining Agreement annexed hereto with the EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION for the period July 1, 2008 through June 30, 2014;

 NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Ewing that the Mayor and appropriate officials are hereby authorized to execute the Collective Bargaining Agreement with the EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION for the period July 1, 2008 through June 30, 2014 in a form substantially similar to that annexed hereto.

IT IS SO RESOLVED.

I, Stephen W. Elliott, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a regularly scheduled meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27<sup>th</sup> day of January, 2009.



  
\_\_\_\_\_  
Stephen W. Elliott  
Municipal Clerk

**AGREEMENT**

**Between**

**TOWNSHIP OF EWING  
and**

**EWING TOWNSHIP POLICE SUPERIOR OFFICERS  
ASSOCIATION**

**JULY 1, 2008 THROUGH JUNE 30, 2014**

**Prepared By:**

**LOCCKE · CORREIA  
SCHLAGER · LIMSKY & BUKOSKY  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880**

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## **PREAMBLE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **TOWNSHIP OF EWING**, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer," and **EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**, hereinafter referred to as the "Association."

**WHEREAS**, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment for Police Officers of the said Police Department of the Township of Ewing, and

**WHEREAS**, the parties having reached an agreement which effectively disposes of the issues raised by the collective bargaining negotiations.

**NOW, THEREFORE**, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

## ARTICLE I

### **RECOGNITION AND SCOPE OF AGREEMENT**

#### **Section 1.01**

The Employer recognizes the Association as the sole and/or exclusive bargaining agent for the purposes of establishing of its Employees in the classification of Ewing Township Police Officer.

#### **Section 1.02**

The bargaining unit shall consist of all Sergeants, Lieutenants, and Captains of the Police Department of the Township of Ewing, Mercer County, New Jersey.

#### **Section 1.03**

This Agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth except that it is recognized that the management of the Township, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, selecting and directing the work forces, including the right to hire, to suspend or discharge for just cause, assign, promote or transfer within the Department to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work, consistent with N.J.S.A. 40A:14-19 et seq., transfer and decide the number and locations of its facilities, stations, *etc.*, determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods, schedules of work together with selection, procurement, designing, engineering

and the control of equipment and materials, purchase service of others, contract or otherwise except as may be otherwise specifically limited by the Agreement.

#### **Section 1.04**

It is agreed that during the term of the Agreement, neither the Association, its Officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketing, or willful interference with the established procedures and policies, against or within the Township of Ewing and that there shall be no lock out of the Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Association shall take the necessary steps to have the Employees who participated in such action return to their jobs, forward copy of such order to the Employer and use every means, at its disposal to influence Employees to return to work.

#### **Section 1.05**

This Agreement shall be binding upon the parties hereto their successors.

**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

**Section 2.01**

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent for each of the parties.

**Section 2.02**

Collective bargaining meeting shall be held at times and places mutually convenient at the request of either party and in accordance with the requirements of P.L. 199S C.425, N.J.S.A. 34:13A-14 et seq.

**Section 2.03**

The Association President and not more than two (2) additional members of the Association shall participate in the collective bargaining meeting called for the purpose of negotiations of collective bargaining agreement provided, however, that not more than one (1) person of the above shall be on duty during the course of said negotiations and be excused from work assignment without loss of pay for said collective bargaining meetings.



## **ARTICLE III**

### **CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME**

#### **Section 3.01**

The Association President or his designee and the aggrieved party shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. They shall not leave their work without first obtaining permission of their immediate supervisor, which permission shall not be unreasonably withheld.

#### **Section 3.02**

The President of the Association, the Vice-President or their designees shall be permitted, without loss of pay, to attend the annual PBA State and National Convention. In addition, one (1) member of the Association shall be permitted to make necessary schedule changes with any other Association member, with the consent of said other member, and with notice of same being given to the Chief of Police to enable the Delegate or his designee to attend the regularly scheduled monthly meetings of the State PBA.

#### **Section 3.03**

Whenever a Police Officer of an organized Police Department in the State of New Jersey, Pennsylvania, New York or Delaware is killed in the line of duty, one (1) member of the SOA, as designated by the SOA President, shall be given one (1) day off with pay to attend the funeral, and the Township of Ewing will provide one (1) Ewing Township Police car for the member and a PBA member with the approval of the Chief of Police or his

designee. Said approval shall not be unreasonably withheld.

**Section 3.04**

The Association shall receive Sixty (60) "Business Days". These days shall be used for SOA business within the discretion of the President subject to prior Departmental notification. This provision specifically excludes current benefits such as conventions and Delegate time.

**ARTICLE IV**  
**EQUAL TREATMENT**

**Section 4.01**

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities. The Township and the Association agree not to interfere with the right of Employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any Employee because of Association membership or non-membership.

## ARTICLE V

### SICK LEAVE

#### Section 5.01

1. Member of the Association shall be entitled to receive fully payment for a period of two hundred fifty-one (251) working days for absence from work due to sickness as hereinafter defined. Sick leave is defined to mean absence from duty of a member because of personal illness, accident or disability not service connected by reason of which such member is unable to perform the usual duties of his/her position providing that such sickness or disability was not the result of gross neglect or misconduct on the part of such member; and further provided that the Township Physician certified that such sickness, accident or disability prevents the member from carrying on the normal duties of a Police Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) sick days per calendar year, which sick days may be accumulated. In the event that any member of the Association is absent for more than the aforementioned accumulated sick days, each day in excess of the aforementioned accumulated sick days shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred fifty-one (251) day period by adding the days less than twelve (12) not used in one year to his/her accumulated total days, not to exceed two hundred fifty-one (251) days.

3. All Police Officers hired by the Township of Ewing after January 1, 1969 shall be entitled to twelve (12) days sick leave for the one (1) year probationary period, and upon completion of said probationary period, said Police Officers shall be entitled to all of the sick leave as defined in Paragraphs 1 and 2 above.

4. In order to maintain sick leave records on an annual basis, each member, upon completion of his/her probationary period, shall be entitled to a prorated portion of the twelve (12) days sick leave set forth above for the balance of the calendar year.

5. Each member of the Association shall be permitted to use his or her sick leave for care, for a reasonable period of time, of a seriously ill member of the Employee's immediate family (as defined by the Department of Personnel - N.J.A.C. 4A:1-1.3).

6. Each member of the Association shall be permitted to use twelve (12) sick days per calendar year for sick leave emergencies in the immediate family (in the case of a wife, husband, son, daughter, mother or father).

#### **Section 5.02 - DISABILITY LEAVE**

A member who is disabled by injury incurred in performance of his/her duties or by illness as a direct result of or arising out of his/her employment shall be granted a leave of absence with full pay for a period not to exceed one (1) year. After the said one (1) year, the Employee shall have to use his/her sick or vacation time for additional time he/she is out; the Employer to receive credit for any Worker's Compensation temporary disability payments received by the Employee.

Disability leave is defined to mean absence from work of an Employee because of injury incurred in the performance of his/her duties or by illness as a direct result of or

arising out of his/her employment by reason of which such Employee is unable to perform the usual duties of his/her position, provided such disability was not the result of gross neglect or misconduct on the part of such Employee; and further provided that the Township Physician certified that the disability prevents the Employee from carrying on the normal duties of a Police Officer.

In the event of a dispute as to the Officer's ability to return to work and if the Township physician deems it necessary, the Township Physician may refer an Officer to an appropriate medical specialist.

In the event an injured Employee receives temporary disability under Worker's Compensation during the course of the aforementioned one (1) year, he/she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Chief Financial Officer of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured Employee's full salary during the course of the one (1) year, and in the event that an injured Employee does not endorse and turn over the aforementioned draft to the Chief Financial Officer, he/she shall not receive his/her full pay but only the difference between the compensation pay and his/her full pay during that one (1) year period of time.

### **Section 5.03**

In the event any Employee is required to enter an area, home, or any location in which an occupational exposure occurs as defined in Subpart Z of 29 CFR, Part 1910 and N.J.A.C. 12:100-4.2, the Township shall provide for any and all medical attention and treatment for said member and his/her family in accordance with the Code of Federal

Regulations and the N.J.A.C. as noted above.

## **ARTICLE VI**

### **ASSOCIATION DUES AND DEDUCTIONS CHECK-OFF**

#### **Section 6.01**

Upon receipt of a lawfully executed written authorization from Employee, the Township of Ewing agrees to deduct the regular monthly Association dues of such Employee from his/her paycheck, and remit such deductions by the tenth (10<sup>th</sup>) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any Employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

#### **Section 6.02**

The Employer agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop provisions, from the pay of each Employee covered by this Agreement who does not furnish written authorization for deductions of Association dues, a representation fee equal to eighty-five percent (85%) of Association dues, as may be certified to the Employer by the Association at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1<sup>st</sup>) pay July 1 or January 1 of each after completion of thirty (30) calendar days beginning of their employment in a bargaining unit position.

Representation fees shall be withheld on the first (1<sup>st</sup>) pay after completion of ten (10) days following re-entry into a bargaining unit position Employees who previously served in bargaining unit positions.

If, during the course of the year, the non-member becomes an Association member, the Employer shall cease deducting the representation fee and commence deducting the Association dues beginning with the first (1<sup>st</sup>) paycheck representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year an Association member directs the Employer to cease Association dues deductions in a manner appropriate under the terms of this Agreement, the Employer shall commence deductions of the representation fee with the first (1<sup>st</sup>) paycheck representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Association in the same manner, and in the same time as the Association dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Association submitting a list of non-Association members in the bargaining unit to the Employer.

### **Section 6.03**

The Association shall indemnify, defend and save harmless the Township of Ewing against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article VI.

Further, in consideration for the Township of Ewing's action in implementing Agency Shop (P.L. 1979, C. 407, amending N.J.S.A. 34:13A-5 *et seq.*) the Association does agree



to reimburse the Township of Ewing for court costs, fees and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

## **ARTICLE VII**

### **HOURS OF EMPLOYMENT**

#### **Section 7.01**

The normal hours of employment shall not exceed eight (8) consecutive hours in any one (1) day for eight (8) hour Employees and the normal hours of employment shall not exceed nine (9) consecutive hours in any one (1) day for nine (9) hour Employees and twelve (12) consecutive hours in any one (1) day for twelve (12) hour Employees. The maximum hours of the year of employment are set at least two thousand eighty (2,080) hours. (Fifty-two times forty equals two thousand eighty ( $52 \times 40 = 2,080$ )). In excess of two thousand eighty (2,080) hours is to be considered overtime.

The parties agree to implement eight (8) hour, nine (9) hour and 10.5 hour Work Charts. The parties agree to meet with respect to implementation of these potentially changed Work Chart hours.

#### **Section 7.02**

In an emergency, each and every Employee shall be subject to call for overtime duty, and it is each Employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in Chapter 96 of the Revised Ordinance of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the sole discretion of the mayor or his designated representative and will not be subject to the grievance procedure.

### **Section 7.03**

Overtime will be paid for any work in excess of the normal work schedules for the Employee as set by the Department in any given week.

Additionally, overtime shall be paid as follows:

1. In an emergency call-back situation, an Employee who is required and returns to work during a period other than his/her regular shift, shall be guaranteed two (2) hours pay. The Employee will be paid time and one-half (1½) his/her regular rate of pay for actual time worked, and will be given the opportunity to go home when the assignment he/she was called in for is completed. In the event the Employee desires to leave work when the assignment is completed, he/she will then be paid straight time for the completion of the work assignment for the remaining time up to two (2) hours. If the Employee decides to stay, the supervisor may provide work for the remaining time up to two (2) hours.

When the two (2) hours call-back time pay overlaps with the regular shift, upon commencement of the regular shift, the Employee from that time on will not receive time and one-half (1½) but his or her straight time pay.

2. All overtime shall be paid at the rate of time and one-half (1½) except overtime referred to in Paragraph 5 hereof with respect to standby alert and consistent with other provisions of this Section.

3. All overtime must be approved by the Chief of Police or his designated representative.

4. The first twenty (20) minutes of overtime during any regularly scheduled shift shall be non-payable. The time for all overtime, however, in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from time a member of the Association is personally contacted until he/she is relieved from duty. Standby alert shall be self-canceling if the member of the Association is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the member of the Association is contacted, and said member of the Association so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to members commencing at the time the individual is required to be in court and extending to the end of each member's court case as verified by the Court Clerk. Said overtime shall be paid only to those members who are required by the Court to appear on their off duty time. Members who schedule Court on their off-duty time will not be compensated. Additionally, reasonable travel time from the Ewing Township Police Headquarters to a Court shall be considered as overtime.

7. Overtime for Grand Jury, Civil Court and Criminal Court appearances shall be paid to off-duty members of the Association beginning thirty (30) minutes before the Subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury or in charge of the particular case that day. Reasonable travel time to and from the Grand Jury and Criminal Court from the Ewing Township Police Headquarters shall be considered as overtime.

8. Overtime records shall be maintained by the Employer. Each member of the Association may examine his own records, which will be made available to him at reasonable times.

9. When a member of the Association is assigned by the Chief of Police or his designee in an acting capacity to perform work of a higher rank, the Employee so assigned in an acting capacity shall be paid at the higher rate of pay from the time he/she is so assigned in an acting capacity until the completion of his/her tour of duty in that higher rank.

10. Effective October 1, 1991, whenever two (2) or more Employees are working at the same time in the Detective Bureau, absent a Detective supervisor, then the Senior Officer shall be paid at the Sergeant's rate of pay.

11. Whenever a year occurs with a twenty-ninth day in February, then all Employees covered by this Agreement shall receive time and one-half (1½) pay for nine (9) hours. Said payment shall be paid no later than the second payroll date in March of the same year.

#### **Section 7.04 - COMPENSATORY TIME**

Anytime an Employee works overtime, said Employee shall have the sole right to select overtime compensation as paid overtime or as compensatory time off, at the time and one-half (1½) rate. If compensatory time off is elected, then said compensatory time

shall accumulate in a compensatory time off ("C.T.O.") Bank. All C.T.O. Bank time shall be available at the Employee's sole discretion subject only to prior Department approval. Employees covered by this Agreement may accumulate up to fifty (50) hours in their Compensatory Time Off ("CTO) individual Banks. Any excess time accumulated shall be paid down to fifty (50) hours at the end of each fiscal year (June 30).

#### **Section 7.05 - TOURS OF DUTY**

The tours of duty shall continue as they are currently enforce, except as the Township may from time to time, reasonably alter and change same, providing however, reasonable notice be given to the members affected, except in case of emergency.

**ARTICLE VIII**  
**RULES AND REGULATIONS**

**Section 8.01**

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Chief of Police or his designee will provide the Association President with copies of all the departmental rules and regulations and copies of any new or modified rules or regulations which are promulgated by the Police Department upon promulgation.

**Section 8.02**

All proposed schedules shall be prepared and posted on the bulletin board adjacent to member's locker room at least thirty (30) days in advance of their effective day.

**Section 8.03**

The probationary period for all new Officers shall be one year.

**Section 8.04**

The Township will have the Township Physician perform annual physicals and he shall conduct such tests, as he deems necessary.

## **ARTICLE IX**

### **WAGES**

#### **Section 9.01**

A. Employees covered by this Agreement shall receive base wages as set forth on Appendix A annexed hereto.

B. All members of the Association who are appointed to the Detective Bureau shall receive an annual additional compensation in the amount of Four Hundred Dollars (\$400.00) per year.

## **ARTICLE X**

### **HOLIDAYS**

#### **Section 10.01**

It is recognized by both parties that Employees of the Police Department may not, by reasons of Departmental business, enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each Employee of the Police Department will receive a full day's pay in addition to his/her regular salary for fourteen (14) holidays. Effective July 1, 2000 Holiday pay is to be calculated at Nine (9) hours per day for all members covered by this agreement .

In the event that the public employer declares a holiday for public employees in addition to the fourteen (14) scheduled holidays, each Employee of the Police Department will receive a full compensation day for the said declared holiday to be taken subject to prior Departmental approval.

#### **Section 10.02**

Holiday pay is to be included in the base pay for pension purposes and wage increase purposes for Employees. It is not included for overtime purposes. The holiday pay will be paid over the twenty-six (26) pay periods during the course of the calendar year.

#### **Section 10.03**

In the event that a disaster or emergency is declared by the Mayor of Ewing Township and certain Township Employees worked that day and were not released prior to their normal tour of duty, of the regular day shift, and all other Employees of the Township



did not work that day because of a declared disaster or emergency, in that event, those Employees that worked will be given a compensatory day. That day is to be taken at the discretion of the Chief of Police or his/her designee.

It should also be clearly understood; those Employees who were off on sick leave, vacation, personal time or a regular day off, *etc.* shall receive a compensatory day.

The above determination will only affect those Employees who worked their regular shift during the hours the Municipal building was closed.

**ARTICLE XI**  
**FUNERAL LEAVE**

**Section 11.01**

All members of the Association will be allowed the following time off:

A. In the cases of death of Father, Mother, Grandfather, Grandmother, Grandchild, Wife, Husband, Son, Daughter, Brother, Sister, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, from the date of death until the day after the date of burial, inclusive, but not less than four (4) days nor more than five (5) consecutive days. However, if the day after the date of burial is more than the five (5) consecutive day period referenced above, the Association member shall be allowed to utilize any accrued time to enable the Association member to remain off from work after the day after the date of burial.

B. In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Grandparent of spouse, Cousin of the first degree, Niece or Nephew of an Officer's spouse and Aunt or Uncle of an Officer's spouse, the day of burial only.

**Section 11.02**

Exceptions to this rule may be made when the deceased is buried in another city or the member would not be able to return to work in time for duty with leave granted.

**Section 11.03**

Any member absenting himself/herself shall advise his/her immediate supervisor of the date or dates he/she will be absent, and, prior to receiving pay for the period of their

absence, shall verify in writing the relationship between the deceased and themselves, the dates on which they were absent, to the Chief of Police, as soon as is practicable upon their return to duty.

## **ARTICLE XII**

### **VACATION**

#### **Section 12.01**

All members of the Association are entitled to leave of absence (annual vacation) each year with pay as follows:

Sergeant – 22 Working Days  
Lieutenant – 23 Working Days  
Captain – 24 Working Days

#### **Section 12.02**

In the event an Employee is on vacation and someone in his/her immediate family dies, bereavement time will be credited instead of vacation time.

#### **Section 12.03**

Any member of the Association who has accumulated twenty-five (25) years of service or more shall be entitled to full benefits (vacation and personal days) for the calendar year during which the Officer retires from employment with the Township, no matter what date during the said calendar year the Officer actually leaves.

Any member of the Association who ends service in the Township with less than twenty-five (25) years of service shall receive credit for all unused accumulated vacation time earned in prior calendar years, and shall receive credit for unused vacation and personal time during the year the Officer ends service pro-rated to the last day of service in the calendar year.

All eligible vacation and personal time must be taken prior to the Employee's termination or retirement date, in accordance with Title 4A:6-1.2.

During the last year of service sick leave shall be pro-rated according to time worked during the calendar year, regardless of years of service.

## ARTICLE XIII

### LONGEVITY PAY - UNIFORM ALLOWANCE

#### Section 13.01

Each Employee by the Agreement, shall, in addition to his/her regular wages and benefits, be paid longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

After 5 Years of Service	2½% of Base Pay	
After 10 Years of Service	.....	3½% of Base Pay
After 15 Years of Service	.....	4½% of Base Pay
After 20 Years of Service	.....	5½% of Base Pay
After 24 Years of Service	.....	6½% of Base Pay

All Employees who have completed the above required years of service during any quarter of the calendar year shall be paid the beginning of the next quarter the pro-rated sum longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full time permanent Employees only and the amount to be paid will be based upon the years of continuous service with the Township.

The parties hereto agree that longevity pay be included with the base salary for pension purposes and overtime.

#### Section 13.02 - UNIFORMS AND EQUIPMENT

The Township agrees to provide each Employee covered by this Agreement an annual uniform allowance of One Thousand Seventy-Five Dollars (\$1,075.00).

The clothing allowance shall be payable by July 1<sup>st</sup> of each year. In addition to the above provision, items of uniform or equipment damaged or destroyed in the course of

employment shall be repaired or replaced at the Employer's expense.

## ARTICLE XIV

### HOSPITAL AND MEDICAL INSURANCE

#### Section 14.01

A. The Employer will provide hospitalization and medical insurance, including major medical insurance, including major medical insurance, through New Jersey Blue Cross-Blue Shield, or a substantially equivalent plan available through the State Health Benefit Plan, or other substantially equivalent plan, to all Employees and their dependents covered under this Agreement as defined in the program. The Employee and his dependents, (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent Employee has been continuously employed for a minimum of sixty (60) days.

B. The Township of Ewing shall continue with a prescription drug provision program. The premium for said program shall be paid for by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit Employees and their eligible dependents. Through the plan prescription program each prescription required by a competent medical authority for a federal legend drug shall be paid for by the carrier, subject to deductible provisions which shall not exceed Fifteen Dollars (\$15.00) per prescription, or One Dollar (\$1.00) for generic, and further subject to specified procedures and administrative rules and regulations which are part of the program.

C. Permanent Employees covered by this Agreement shall be eligible to receive



eye care benefits outlined below upon presentation of receipted bills.

Full time Employees and eligible dependents shall be eligible for a maximum payment of Three Hundred Dollars (\$300.00) per year, per family member, or the actual cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist, and/or prescription optical lenses.

All permanent Employees shall be reimbursed for fifty percent (50%) of the cost of Lasik eye surgery.

The Employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent Employee has been continuously employed for a minimum of sixty (60) days.

#### **Section 14.02 DENTAL**

The Township of Ewing will provide certain dental benefits to all eligible unit Employees and their eligible dependents.

The annual dental benefit shall be One Thousand Five Hundred Dollars (\$1,500.00) per year. This benefit shall be calculated as per family member, per year with a One Hundred Dollar (\$100.00) Deductible.

The Employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

The Employee and dependents (as set forth in the New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent Employee has been continuously employed for a minimum of sixty (60) days.

**ARTICLE XV**  
**GRIEVANCE PROCEDURE**

**Section 15.01 - PURPOSE**

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Township.

**Section 15.02 - DEFINITION**

The term grievance shall include:

1. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or order applicable to the agency or department which employs the grievant which shall be limited to those matters affecting the terms and conditions of employment.

**Section 15.03 - STEPS OF THE GRIEVANCE PROCEDURE**

The following constitute the sole and exclusive method for solving grievances covered by this Agreement:

**Step 1 -** (A) Grievances may be instituted by either the aggrieved Officer, the Association on the Officer's behalf, or the Association on its own as an Association grievance. The period of time for the initial filing of the grievance with the immediate supervisor shall be twenty-five (25) days from the date of the occurrence of the grievance, or within twenty-five (25) days after the aggrieved Officer would reasonably be expected to know of its occurrence.

Failure to act within the said twenty-five (25) working days shall be deemed to constitute an abandonment of the grievance.

(B) The supervisor shall render a decision in writing within five (5) working days after the receipt of the grievance.

(C) In the event that the grievance pertains to the immediate supervisor, - this step may be omitted at the discretion of the grievant and his or her immediate supervisor. The aggrieved will forward a copy of the grievance to his/her immediate supervisor in all situations.

**Step 2 -** In the event said settlement has not been reached, the aggrieved shall in writing and signed, file his/her complaint with the Chief of Police within five (5) working days following the determination of Step 1. The Chief of Police or his designees shall meet with the aggrieved and render his/her decision in writing within five (5) working days after the aforementioned meeting.

Failure to act within the said five (5) days will be deemed to constitute abandonment of said grievance.

**Step 3 -** Should the aggrieved disagree with the decision of the Chief, the aggrieved

may present the grievance in writing within five (5) working days from the date of the decision to the Public Safety Director. The Public Safety Director will meet with the aggrieved within twenty-four (24) days after his/her receipt of the aggrieved's written grievance, and shall render his/her decision within five (5) working days after the aforementioned meeting.

The aggrieved's failure to present the grievance in writing with the Public Safety Director within five (5) working days after the decision of the Chief, shall be deemed to constitute an abandonment of said grievance.

**Step 4** - If the Public Safety Director and the Mayor are the same individual, and the aggrieved disagrees with the decision made at Step 3, then the aggrieved may immediately proceed to Step 5 of the Grievance Procedure. If the Public Safety Director and the Mayor are different individuals, and the aggrieved disagrees with the decision of the Public Safety Director, the aggrieved may present the grievance in writing within ten (10) working days from the date of the decision to the Mayor. The Mayor will meet with the aggrieved within twenty-four (24) days after his/her receipt of the aggrieved's written grievance, and render his/her decision within five (5) working days after the aforementioned meeting.

The aggrieved's failure to present the grievance in writing to the Mayor within five (5) working days after the decision of the Public Safety Director shall be deemed to constitute an abandonment of said grievance.

**Step 5** - Should the aggrieved be dissatisfied with the Mayor's decision, such person has within fourteen (14) days after the Mayor's decision to request, in writing, binding arbitration, as to non-disciplinary matters.

In the event that arbitration is not requested within fourteen (14) days the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated, except that with respect to disciplinary matters, nothing in this Article shall waive an Employee's right to appeal major discipline (suspensions of more than five (5) days) pursuant to Department of Personnel Law or Regulations, or from appealing minor discipline (suspension of five (5) days or less) as may be otherwise provided by law. See e.g. Romanowski v. Brick Township, 185 N.J. Super. 197 (L. 1982), aff'd 192 N.J. Super. 79 (App. Div. 1983) .

The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the State Mediation and Conciliation service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both Employer and the Association shall have the right to two (2) names from the panel. The Association shall strike the first name; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the Arbitrator.

The aforementioned arbitration will be binding upon the parties in non-disciplinary matters. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the Employee the option to appeal his/her case under the Department of Personnel rules and regulations and through Department of Personnel procedures or arbitration, but not both. It is not intended to change or modify or alter in any fashion the Department of Personnel rules and regulations, but in effect only to give an additional alternative remedy to an

Employee. A grievant must elect to proceed either under arbitration or Department of Personnel, not both.

Expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Association. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.

The only grievances or disputes which may be substituted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of the Agreement. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement.

## ARTICLE XVI

### TERM AND RENEWAL

#### Section 16.01

This Agreement shall be effective as of the first day of July 1, 2008 and shall remain in full force and effect until Midnight on June 30, 2014. Negotiations concerning any renewal or replacement hereof shall commence in accordance with P.L.1995C.42S.

**ARTICLE XVII**  
**INDEMNIFICATION**

**Section 17.01**

The Township does hereby agree to provide Police Professional Liability Insurance through the Township's JIF Insurance program and/or Liability Insurance Policy. The parties further acknowledge this does not limit the Employee's rights to indemnification as is otherwise set forth in Article XVII, Section 17.01 and 17.02.

**Section 17.02**

The Employer agrees to indemnify Police Officers covered by this Agreement in accordance with the requirements set forth in N.J.S.A. 40A:14-155.

**Section 17.03**

Employer shall, at no cost to the member, repair or replace at the Employer's option any personal equipment or property of the member damages or broken as a result of the activities of a member in the line of duty as a Ewing Township Police Officer up to a sum not to exceed One Hundred Fifty Dollars (\$150.00) (as to eyeglasses, not to exceed the sum of Three Hundred Dollars (\$300.00)). It shall be the responsibility of the member to provide sufficient and adequate verification of said loss or damage and value of his/her loss or damaged goods as soon as possible after said loss or damage occurs.



**ARTICLE XVIII**  
**RETIREMENT BENEFITS**

**Section 18.01**

1. The Employer agrees to continue to provide retirement benefits as are presently in effect at its cost and expenses.

2. **UNUSED SICK LEAVE-RETIREMENT**

Permanent Employees in the unit who enter regular retirement after twenty-five (25) years of service, or retire due to permanent disability as determined by the Division of Pensions of the State of New Jersey, and have to his or her credit any earned and unused accumulative sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the contract and not the two hundred fifty-one (251) days base sick days set forth in the contract, shall be entitled to receive supplemental compensation for each earned and unused accumulative sick leave as defined above.

With regard to regular retirement, the supplemental compensation to be paid shall be computed at a rate of one hundred percent (100%) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave provided that no such supplemental compensation shall exceed Twenty Thousand Dollars (\$20,000.00). This supplemental compensation shall be paid in a lump sum within sixty (60) days of retirement if the Employee has given at least six (6) months notice of retirement.

With regard to permanent disability retirement, the supplemental compensation to be paid shall be computed at the rate of one hundred percent (100%) of the eligible

Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the then annual rate of compensation provided however that no such supplemental compensation shall exceed Twenty Thousand Dollars (\$20,000.00). The accumulative sick time payment for disability shall be calculated by determining a regular retirement sick payment and multiplying that figure by a fraction with the numerator being the Employee's full years of service and the denominator being twenty-five (25) years. Additionally, the payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement sick leave buy back. This supplemental compensation shall be paid in a lump sum within sixty (60) days of retirement if the Employee has given at least six (6) months notice of retirement.

With regard to an Employee who dies, if any permanent Employee of the unit shall die who is a member of the Department and have to his/her credit any earned and unused accumulated sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the contract and not the two hundred fifty-one (251) days base sick days set forth in the contract, then the deceased member's immediate family shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above, immediate family shall mean spouse, and if there be no spouse then living children, in equal shares, and if no living children then parents of decedent, in equal shares, and if no living parent then to living grandchildren of decedent, in equal shares. Payment to be made shall be computed at one hundred percent (100%) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall

exceed Twenty Thousand Dollars (\$20,000.00) to be paid to the beneficiary eight (8) months after the death of the Employee.

For a permanent Employee to be entitled to unused sick leave payment, he/she must have in addition to the two hundred fifty-one (251) base sick days, some unused accumulated sick leave.

3. The Employer will pay the premium for the medical benefits set forth in Article XIV (A) of this Agreement for a permanent Employee and his dependents, the dependents as defined in the State of New Jersey Health Benefit Program, after the permanent Employee has retired, up to the date of the retired Employee's death, provided said permanent Employee retired after twenty-five (25) years or more of service credited in such retirement systems, or those permanent Employees who retired on disability and his/her dependents based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

4. The public employer shall provide a program of prescription coverage retirees, regular or disability, and their families. Retirees prescription coverage shall be defined as the same level of coverage that was provided to the retiree at the time of his/her retirement from this Employer. The Employer shall pay the full cost of the retiree's prescription premium. Co-pay for Employees who retire under this contract are subject to the Fifteen Dollar (\$15.00) co-pay or One Dollar (\$1.00) for generic referred to in Article XVI, Section 14.01(b).

**ARTICLE XIX**  
**REPRESENTATION OF MEMBERS**

**Section 19.01**

1. Whenever an Employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his/her duty, the Employer shall provide the Employee with necessary means for the defense of such action and proceedings, but not for his/her defense in a disciplinary action instituted against him/her by the Employer or in a criminal proceeding instituted against him/her as a result of a complaint on behalf of his/her Employer. If any disciplinary action or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally be determined in favor of the Employee, the Employer shall reimburse the Employee for the expense of his/her defense.

In any criminal proceeding instituted against the Employee arising out of or incidental to the performance of his/her duties, the Employee shall have the right to secure independent counsel, subject to the approval of the Employer, as to the attorney retained and the fees to be charged, which approval shall not be unreasonably withheld.

In the event that the Employee fails to obtain the approval of the Employer as to the fee to be charged by the attorney and the attorney to be retained, then in that event the fee for the attorney will be the sole responsibility of the Employee.

(A) The parties have agreed to the following:

(1) In disciplinary actions brought by the Employer against the Employee, and the Employee subsequently prevails, the Employer will reimburse the Employee for the

legal expenses of his defense at the rate of One Hundred Dollars (\$100.00) per hour.

(2) In matters where the Employee is the defendant in an action or legal proceeding arising out of or incidental to the performance of his/her duty, the Employer shall pay the sum of One Hundred Dollars (\$100.00) per hour for legal fees in the Employee's defense for such time as is required for the Employee's defense.

(3) In all matters where the Employee's attorney is requesting payment, the Employee's attorney is required to submit a line item Affidavit of Services to the Township in order to be paid under Article XIX.

## **ARTICLE XX**

### **VEHICLE ALLOWANCE**

### **IN-SERVICE TRAINING**

#### **Section 20.01**

The cost of all Police training courses, seminars, and conferences authorized in advance by the Township will be borne by the Township. The Township of Ewing will compensate the Employee at the rate of Twenty-Five Cents (\$0.25) per mile, for the Employee's use of his own motor vehicle in attending schooling and in-service training which schooling and in-service training is required by the Police Department. (NOTE: The Township of Ewing shall not compensate or be required to pay mileage for Employees' own vehicles used for attending Basic Police Academy training. No additional mileage request for personal vehicles used for Academy training prior to or after January 1, 2000 will be eligible or accepted for payment by the Township of Ewing).

#### **Section 20.02**

The Township of Ewing will pay the sum of Two Hundred Fifty Dollars (\$250.00) annually to the Police Officer who has received an AA Degree with a major in law enforcement and/or criminal justice. The Township of Ewing will pay the sum of Four Hundred Fifty Dollars (\$450.00) annually to the Police Officer who has received a Bachelor's Degree with a major in law enforcement and/or criminal justice. In no case is the Police Officer to receive more than Four Hundred Fifty Dollars (\$450.00) annually, and the sum is in addition to the salary as set forth in Article IX.

## **ARTICLE XXI**

### **DEATH BENEFITS**

#### **Section 21.01**

In the event of a death of an active member of the Association, his unused vacation and holiday pay for that calendar year is to be paid to his estate, *pro rata*.

## **ARTICLE XXII**

### **DEPARTMENT OF PERSONNEL**

#### **Section 22.01**

The parties agreed that notwithstanding the terms as set forth in this contract that the Employees who are members of the bargaining unit have not in any way waived and the Township agrees that they have not waived any rights that the Employees may have under Department of Personnel regulations, statutes and laws.



**ARTICLE XXIII**  
**PERSONAL DAYS**

**Section 23.01**

Employees covered by this Agreement shall be entitled to three (3) days leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the Chief of Police or his designee. In the event that less than forty-eight (48) hours notice is given, said leave may be taken only upon authorization by said Chief of Police or his designee.

The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld.

**Section 23.02**

Employees in their first calendar year of employment shall be entitled to a pro-rated share of personal days, however there shall be not less than one (1) day in that first calendar year.

## **ARTICLE XXIV**

### **SAFETY COMMITTEE**

#### **Section 24.01**

The Association will have an Association representative on the Employer-Employee Safety Committee.

## **ARTICLE XXV**

### **MEAL ALLOWANCE**

#### **Section 25.01**

In the event that an Employee covered by this Agreement works in excess of twelve (12) continuous hours in a twenty-four (24) hour work day, then he will be permitted a meal allowance up to the sum of Eight Dollars (\$8.00) upon presentation of receipted bill and voucher.

## **ARTICLE XXVI**

### **PRINTING OF AGREEMENT**

#### **Section 26.01**

The Township of Ewing will reproduce this Agreement in sufficient quantities so that each Employee in the bargaining unit may receive a copy plus additional copies for distribution to Employees hired during the term of the Agreement. The method of reproduction will be at Township of Ewing's discretion.

## **ARTICLE XXVII**

### **LAY-OFFS**

#### **Section 27.01**

In the event there is a need for lay-offs, applicable Department of Personnel rules shall apply setting forth lay-off and recall procedures.

#### **Section 27.02**

The appointing authority may lay-off an Employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of Employees in a given class.

#### **Section 27.03**

1. No permanent Employee shall be laid off until all emergency, temporary and provisional Employees and all probationers who are serving their working test period holding positions in the same class in the organization unit are separated; nor shall a permanent Employee be laid off except in accordance with the procedures as prescribed in the Department of Personnel Rules.

2. Whenever possible such Employee shall be demoted in lieu of layoff to some lesser office or position in the same organization unit as determined by the Chief Examiner and Secretary of the Department of Personnel.

#### **Section 27.04**

1. Whenever there are two (2) or more permanent Employees in the class from which layoff or demotion in lieu of layoff is to be made, Employees in that class with an

unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

2. Layoff or demotion for all other Employees in the class shall be as follows:
  - (a) Layoff or demotion of permanent Employees shall be in the order of seniority in the class, the person or persons last appointed will be the first laid off or demoted.
  - (b) In all cases where there are Employees who are veterans, a disabled veteran or a veteran shall be retained in that order, in preference to a non-veteran having equal seniority in his or her class.

#### **Section 27.05**

1. No permanent Employee in the classified service or Employee serving a working test period after regular appointments shall be laid off or demoted in lieu of layoff until he/she shall have been given notice in writing, personally or by certified mail, of the date which he/she will be laid off or demoted and the reasons for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective and a copy of such notice must be sent to the Department of Personnel at the same time.

2. An Employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the Department of Personnel provided such appeal is received by the Department of Personnel within twenty (20) days after the date of receipt of notice.

#### **Section 27.06**

1. The Chief Examiner and Secretary of Department of Personnel, shall after receipt of the notice, determine the demotional and re-employment rights of the Employees to be laid off or demoted and within a reasonable time not to exceed forty-five (45) days notify the Employee and the appointing authority of such rights.

2. The name of any Employee laid off or demoted in lieu of layoff shall be placed on a special re-employment list for the position from which he/she has been laid off or demoted.

3. When an office or position of the same or comparable duties and responsibilities to that previously held by the employee is to be filled in the same organization unit, his/her name shall be certified from the special re-employment list for appointment.

4. If a comparable position in any other unit is to be filled by appointment from an open competitive eligible list or a regular-employment list, the name of the Employee on the special reemployment list shall be certified before using the open competitive list or a regular re-employment list.

## ARTICLE XXVIII

### RETROACTIVITY

#### Section 28.01

All rights, privileges, benefits, salaries, duties and obligations herein shall be in force *nunc pro tunc* and retroactive to July 1, 2008, unless specifically stated to the contrary in this Agreement.



**ARTICLE XXIX**  
**PERSONNEL FILES**

**Section 29.01**

An Employee, by request for appointment, and with the approval of the immediate supervisor, shall have access to examine his/her own personnel file during office hours, at a reasonable time set by management.

The Employee may respond in writing to any documents in his/her file, and said response shall become part of the personnel file but shall not be binding upon management.

The Employee will be given copies of disciplinary action taken against him/her, commencing with written reprimands.

**ARTICLE XXX**  
**MILITARY LEAVE**

**Section 30.01**

Leave for military purpose shall be granted to the Employee in accordance with New Jersey Department of Personnel rules and/or New Jersey Statutes.

## ARTICLE XXXI

### MATERNITY LEAVE

#### Section 31.01

Female Police Officers shall advise the Employer in writing of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work as a Police Officer so long as such work is permitted by a doctor's note. The female Police Officer's assignments shall be at the discretion of the Chief of Police. The doctor shall be a physician of the female Police Officer's own choosing. However, the Employer reserves the right to require the female Police Officer to be examined by and approved for duty by the Township Physician.

2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits, which she may have during the period of her pregnancy and the period following childbirth. Any request for such use shall be in accordance with established Departmental policy regarding requests for use of time benefits. Nothing contained herein is intended to allow the female Police Officer the use of the two hundred fifty-one (251) sick leave bank unless said female Police Officer has qualified for the use of the two hundred fifty-one (251) bank in accordance with Section 5.01 of the contract.

3. In addition, a female Employee with one (1) year or more of service shall be granted, on thirty (30) days written notice, maternity leave without pay for up to six

(6)months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Chief of Police in writing no later than after three (3) months of leave that she intends to return to work.

4. The female Police Officer shall be entitled to all benefits normally provided to Police Officers on active duty during maternity leave provided for in this Article, consistent with applicable laws and regulations relating to Employee benefits.

5. Upon return to active duty status, the female Police Officer shall be entitled to be placed in the same position (Patrol or Detective) which she held before departing on maternity leave.

## **ARTICLE XXXII**

### **DEPARTMENTAL INVESTIGATIONS**

#### **Section 32.01**

In an effort to insure that departmental investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the SOA shall be at a reasonable hour, preferably when the member of the SOA is on duty unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the office of the Chief or the location where the incident allegedly occurred.
3. The member of the SOA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the SOA is being interrogated as a witness only, he/she should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the SOA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every state of the proceedings, the Department shall afford an opportunity for a member of the SOA, if he so requests, to consult with counsel and/or his/her SOA representative before being

questioned concerning a violation of the rules and regulations during the interrogation of a member of the SOA, which shall not delay the interrogation beyond one (1) hour for consultation with the SOA representative.

7. In cases other than departmental investigations, if a member is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist:
  - (1) Where the Employer has probably cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested.
  - (2) Where the urinalysis or blood testing is done as part of a *bona fide* annual physical examination which is done for the entire Police Department.
10. Under no circumstance shall the Employer offer or direct the taking of a polygraph examination by this Agreement.

**ARTICLE XXXIII**  
**POLICE SERVICES**

**Section 33.01**

All requests for services of Police Officers while off duty that may be addressed to the public employer shall be forwarded to the Police Department for posting. The public employer agrees to endeavor to require at least one (1) off duty Police Officer on all contracting jobs within the Township of Ewing where there is a road opening or significant street repair. In order to implement this paragraph, modifications to the Land Development Ordinances of the Township of Ewing are required. The public employer has the right to discuss and consider changes to the Land Development Ordinances, which if adopted, will allow implementation of this paragraph.

This Article is not intended to apply to any governmental agency or utility company or those acting on their behalf.

## **ARTICLE XXXIV**

### **SEPARABILITY AND SAVINGS**

#### **Section 34.01**

If any provisions of the Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Personnel or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.



ARTICLE XXXV

SIGNATURES

Section 35.01

The parties agree that they have fully bargained and agree terms and conditions of employment and incorporate the upon all terms and conditions of employment and incorporate the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject to negotiations.

**IN WITNESS WHEREOF**, we have hereunder set our hands and seals the date and year first herein above written.

Ewing Township Police Superior  
Officers Association

Edmund J. De Angelo  
SOA President

Township of Ewing

Jack J. Dale  
Mayor

Attest:

[Signature]  
SOA

Attest:

Theresa M. Vacirca  
THERESA M. VACIRCA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 20, 2009

Dated: 2/5/09

Dated: Feb. 5, 2009

## SCHEDULE A

### SALARIES

	Effective 07/01/08	Effective 07/01/09	Effective 07/01/10	Effective 07/01/11	Effective 07/01/12	Effective 07/01/13
Sergeant	\$107,396	\$111,155	\$115,601	\$120,225	\$125,035	\$128,996
Lieutenant	\$118,435	\$122,580	\$127,483	\$132,582	\$137,886	\$143,401
Captain	\$130,126	\$134,681	\$140,068	\$145,671	\$151,497	\$157,557